COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION Re: USS-POSCO Industries, Pittsburg, CA

This Covenant and Agreement ("Covenant") is made on the day of July, 1999 by USS-POSCO Industries ("Covenantor"), the current owner of the property to be restricted, and the Department of Toxic Substances Control (the "Department"), the government agency with statutory oversight responsibility with respect to hazardous waste facility regulations at the subject property. The Covenantor and the Department may be collectively referred to as the "Parties." This Covenant is made with reference to the following facts:

- A. The Restricted Property as defined below is a limited portion of the property of the USS-POSCO Industries plant situated at 900 Loveridge Road in the City of Pittsburg, Contra Costa County, State of California ("Property"). The Property is bounded by; Dow Chemical Company and other industrial sites to the east, residential areas to the west and south, and the New York Slough to the north. Land use within one mile of the Property is primarily comprised of commercial, industrial, and residential properties.
- B. The limited area of the Property to be restricted ("Restricted Property"), totaling approximately 754 square yards, is more particularly described and depicted in Exhibit "A". In the past, Covenantor used the Restricted Property for storage of hazardous waste in containers and tanks.
- C. Since April 6, 1981, the California Department of Health Services, now the Department of Toxic Substances Control, authorized hazardous waste storage in facilities on the Restricted Property pursuant to an interim status document. Under this authorization the Restricted Property was regulated as a hazardous waste facility by the Department, subject to the requirements of the California Hazardous Waste Control Law ("HWCL"), at Health and Safety Code ("H&S Code") section 25100 et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), at 42 U.S.C. section 6901 et seq. Pursuant to the closure requirements of the HWCL, including H&S Code section 25245, and the post-closure notice provisions of Title 22, California Code of Regulations section 66265.119(b) for interim status facilities, the Department is requiring this

Covenant as part of the facility closure. The Department circulated Closure Plans, which contained a Health Risk Assessment Protocol, together with a draft Negative Declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment from April 30, 1995, through June 16, 1995. The Department approved the Closure Plans together with the Negative Declaration on June 29, 1995.

D. As detailed in the 1) Report, Closure Certification for HWS-1, December 31, 1996; 2) Report, Closure Certification for HWS-2, March 15, 1996; 3) Report, Closure Certification for HWS-3, December 31, 1996, as amended; 4) Report, Closure Certification for HWS-4, March 15, 1996; and 5) Report, Closure Certification RCRA Wastewater Tank HWS-5, January 27, 1989, amended May 7, 1996 and January 28, 1998, all or a portion of the surface and subsurface soils, or concrete structures of the Restricted Property contain hazardous wastes and hazardous materials as defined in H&S Code sections 25117 and 25260 which include one or more of the following metal contaminants of concern with maximum concentrations based on final verification sampling as indicated below:

Butyl Benzi Phthalate	1.8 mg/kg	
total cobalt	20	mg/kg
total chromium total cobalt	175 32	mg/kg mg/kg
total lead	220	mg/kg
total arsenic total beryllium total thallium	18 6 51	mg/kg mg/kg mg/kg
	total cobalt total chromium total cobalt total lead total arsenic total beryllium	total cobalt 20 total chromium 175 total cobalt 32 total lead 220 total arsenic 18 total beryllium 6

Groundwater at the Property is contaminated from other sources and is being monitored for all the above chemicals of concern. The Department is currently the lead agency for remediation of contaminated media at the Property and is responsible for monitoring groundwater. Any potential groundwater impacts from the contaminated soil left from the closure of the five RCRA units will be detected by this monitoring. Groundwater at the Property is not a drinking water source. No constituents of concern have been detected which have the Restricted Property as their source.

E. Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health and safety or the environment as a result of the presence on the land of hazardous materials as defined in H&S Code section 25260.

ARTICLE I PARAMETER OF COVENANT

- 1. Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Restricted Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) is imposed, and shall run with the land pursuant to H&S Code sections 25202.5, and 25202.6 and Civil Code section 1471; (b) shall pass with each and every portion of the Restricted Property; (c) shall apply to and bind the respective successors in interest to the Restricted Property; (d) is for the benefit of, and shall be enforceable by the Department; and (e) is imposed upon the entire Restricted Property unless expressly stated as applicable only to specific portions thereof.
- 2. <u>Binding Upon Owners/Occupants.</u> Pursuant to H&S Code section 25202.5(b), this Covenant shall be binding upon all of the owners of the Restricted Property, their heirs, successors, and assigns, and the agents, employees, and lessees of the owners, heirs, successors, and assigns. Pursuant to Civil Code section 1471(b), all successive owners of the land are expressly bound hereby for the benefit of the covenantee(s) herein. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Restricted Property. "Occupant" means Owners and any person or entity entitled by ownership, leasehold or other legal relationship with the right to occupy any portion of the Restricted Property.

ARTICLE II RESTRICTIONS

3. <u>Notice of Hazardous Substance Release</u>. The Owner shall, prior to the sale, lease, or rental of the Restricted Property, give written notice to the buyer, lessee or renter that a release of hazardous substances has come to be located on or beneath the Restricted Property, pursuant to

H&S Code section 25359.7. Such written notice shall include a copy of this Covenant. The Owner shall provide a thirty (30) day advance notice to the Department of any sale, lease or other conveyance of the Restricted Property or an interest in the Restricted Property to a third person. The Department shall not, by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease or other conveyance of the Restricted Property, except as otherwise provided by law or by administrative order.

- 4. Restrictions on Use. Covenantor agrees to restrict the use of the Restricted Property in accordance with this document in order to protect the present and future public health and safety from potential harm to persons which may result from hazardous wastes and materials which exist on the Restricted Property. The restrictions provided herein shall apply only to the Restricted Property. Covenantor agrees not to use the Restricted Property for any of the following purposes:
 - (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
 - (b) A hospital or similar medical facility for humans.
 - (c) A public or private school.
 - (d) A day care center for children.
 - (e) Cultivation of food (e.g., livestock, food crops, etc.).
- 5. Soils removed from any of the Restricted Areas shall be handled, transported, and manifested, if required, in accordance with applicable laws and regulations.

ARTICLE III ENFORCEMENT

6. Failure of the Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to obtain injunctive relief to discontinue any use of the Restricted Property in violation of the restrictions set forth herein, or other form of relief as provided by law.

ARTICLE IV VARIANCE, TERMINATION, AND TERM

- 7. <u>Variance.</u> Any Owner or, with the Owner's written consent, any Occupant of the Restricted Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&S Code section 25202.6.
- 8. <u>Termination.</u> Any Owner, and/or, with Owner's written consent, any Occupant of the Restricted Property, or any portion thereof, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to any portion of the Restricted Property. Such application shall be made in accordance with H&S Code section 25202.6.
- 9. <u>Term.</u> Unless ended in accordance with the Termination Paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

- 10. <u>No Dedication Intended.</u> Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Restricted Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.
- 11. <u>Department References</u>. All references to the Department include successor agencies/departments or other successor entity.
- 12. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Contra Costa within ten (10) days of the Covenantor's receipt of a fully executed original.
- 13. Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested, addressed as follows:

To Covenantor: USS-POSCO Industries, 900 Loveridge Road, P.O. Box 471, Pittsburg, CA 94565

To Department: Chief, Facility Permitting Unit, Department of Toxic Substances Control, 700 Heinz Ave., Suit 300, Berkeley, CA 94710-2737

Any person may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

14. <u>Partial Invalidity.</u> If any portion of the Restrictions or other term set forth herein is determined by a court or competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

Date: June 29 th By: All Mark

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On June 29, 1999 before me, a Notary Public in and for State of California, personally appeared Sal Sbranti, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, USS-POSCO Industries executed the instrument.

WILLIS DOLAN

WITNESS my hand and official seal.

"Department"

Date: 7/8/99 By: MSSamum

STATE OF CALIFORNIA)
Alameda)
COUNTY OF CONTRA COSTA)

On July 8, 1999 before me, a Notary Public in and for State of California, personally appeared Mohinder S. Sandhu, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the Department of Toxic Substances Control executed the instrument.

MOLLY MEISENHEIMER
Comm. # 1151071
NOTARY PUBLIC - CALIFORNIA
Alameda County
Mv Comm. Expires Aug. 11. 2001

WITNESS my hand and official seal.

Notary's Signature

EXHIBIT "A"

Legal Descriptions and Plats for HWS #1, HWS #2, HWS #3, HWS #4, and HWS #5

USS-POSCO Industries Pittsburg, Contra Costa County California

HWS #1

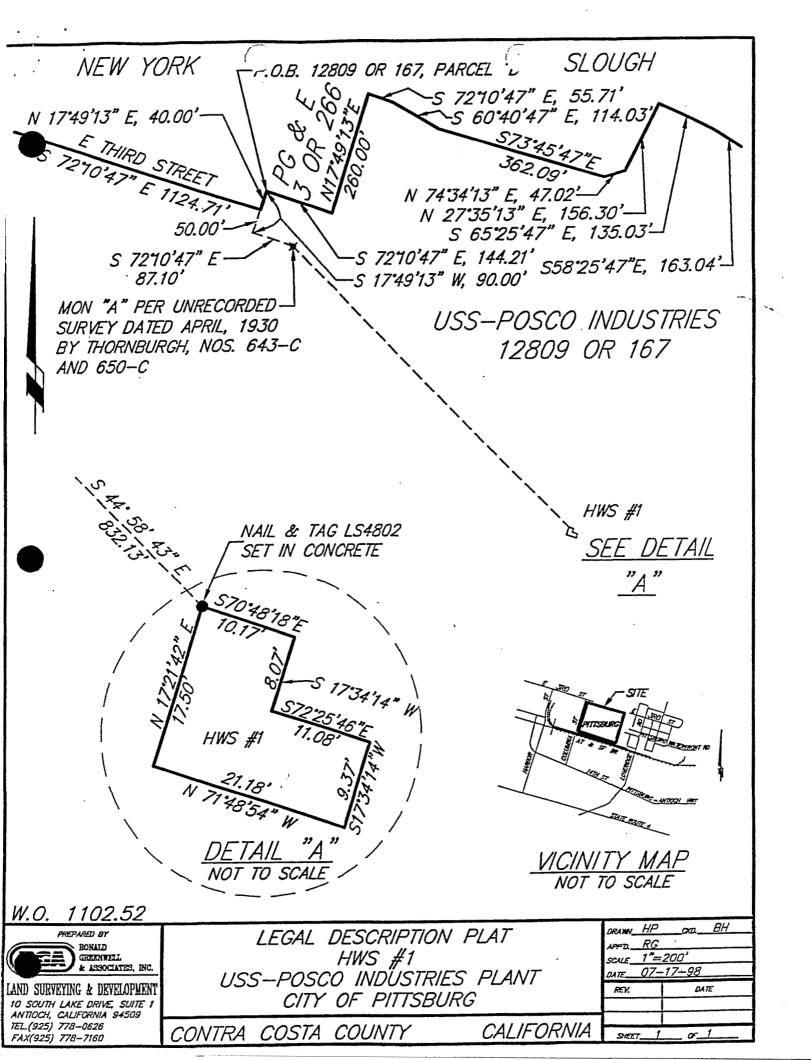
A PORTION OF THE RANCHO LOS MEDANOS, CONTRA COSTA COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF THAT PARCEL OF LAND DESCRIBED AS PARCEL "D" IN THE DEED TO USS-POSCO INDUSTRIES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED MARCH 31, 1986 IN BOOK 12809 AT PAGE 167 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING OF SAID PARCEL "D", SAID POINT OF BEGINNING BEING AT THE SOUTHWEST BOUNDARY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C.A. HOOPER & CO. TO THE PACIFIC GAS & ELECTRIC COMPANY, RECORDED AUGUST 18, 1925, IN BOOK 3 OF OFFICIAL RECORDS, AT PAGE 266, AND THE NORTH LINE OF EAST THIRD STREET (40.0 FEET WIDE) LEADING EAST FROM THE CITY OF PITTSBURG, NOW ABANDONED; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 17° 49' 13" WEST, 90.00 FEET; THENCE SOUTH 72° 10' 47" EAST, 87.10 FEET TO MONUMENT "A" A 2" IRON PIPE SET IN CONCRETE; THENCE FROM SAID MONUMENT "A" SOUTH 44° 58' 43" EAST, 832.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 70° 48' 18" EAST, 10.17 FEET; THENCE SOUTH 17° 34' 14" WEST, 8.07 FEET; THENCE SOUTH 72° 25' 46" EAST, 11.08 FEET; THENCE SOUTH 17° 34' 14" WEST, 9.37 FEET; THENCE NORTH 71° 48' 54" WEST, 21.18 FEET; THENCE NORTH 17° 21' 42" EAST, 17.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 280 SQUARE FEET, MORE OR LESS.





HWS #2

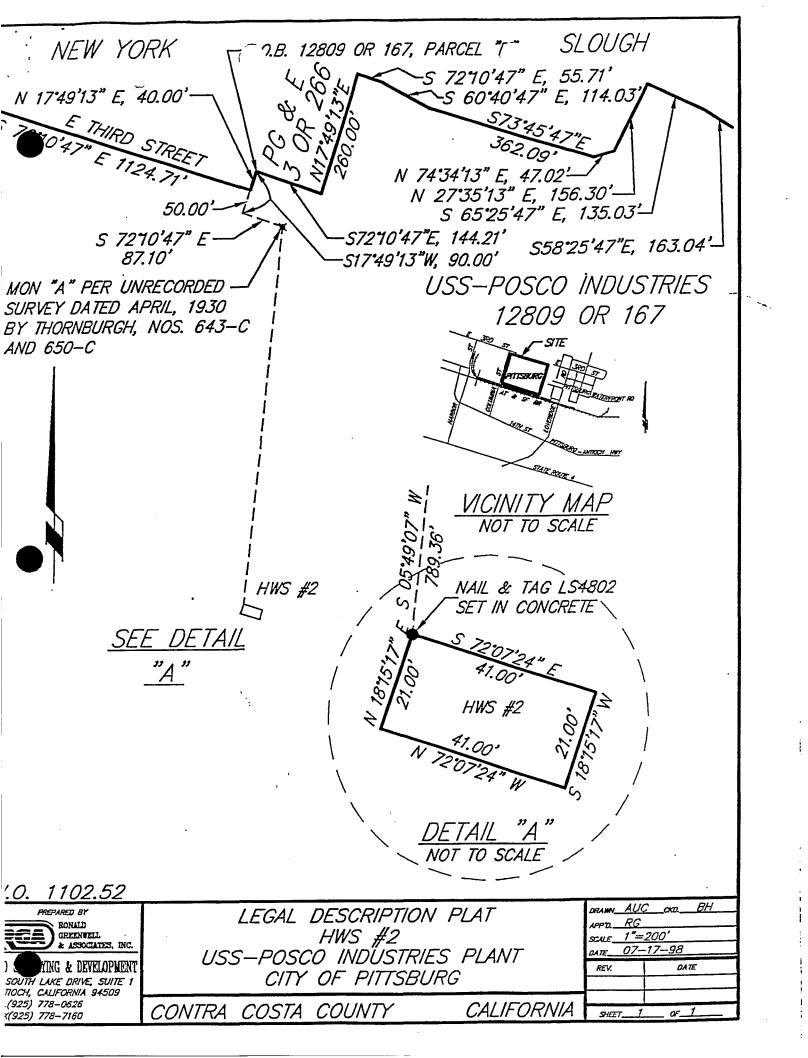
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CONTAINING A AREA OF 861 SQUARE FEET, MORE OR LESS.





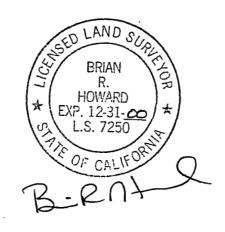
HWS #3

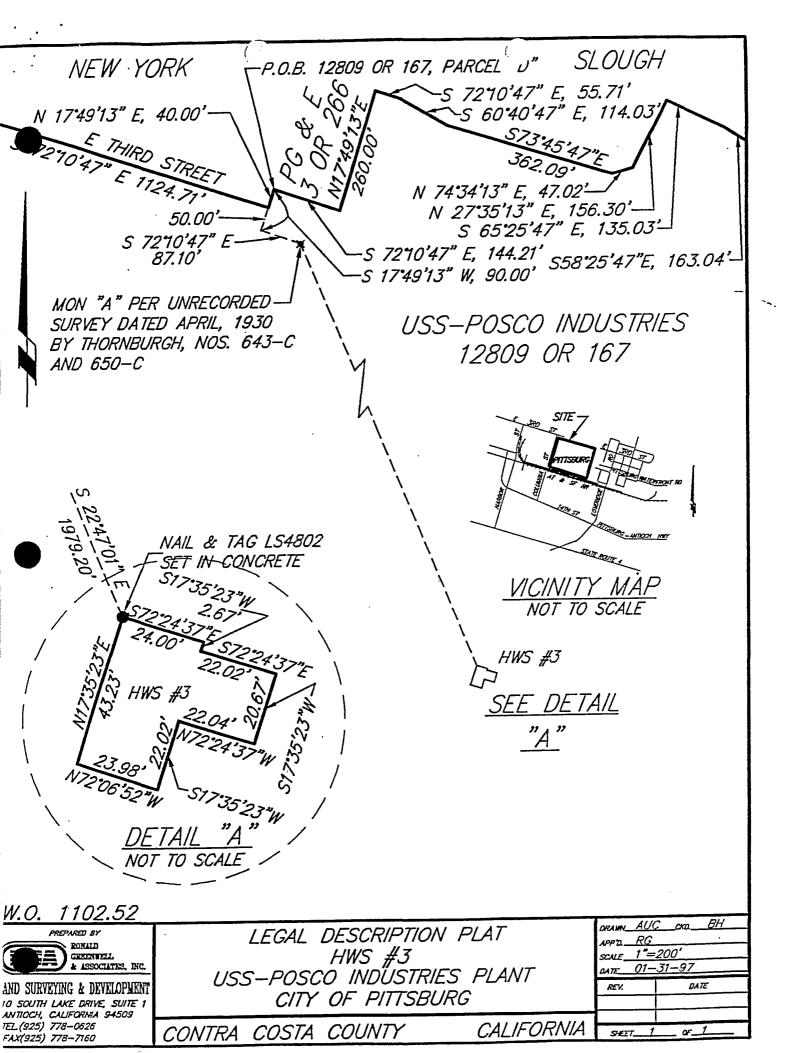
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CONTAINING AN AREA OF 1494 SQUARE FEET, MORE OR LESS.





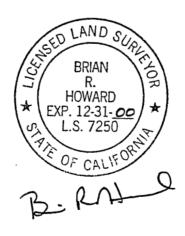
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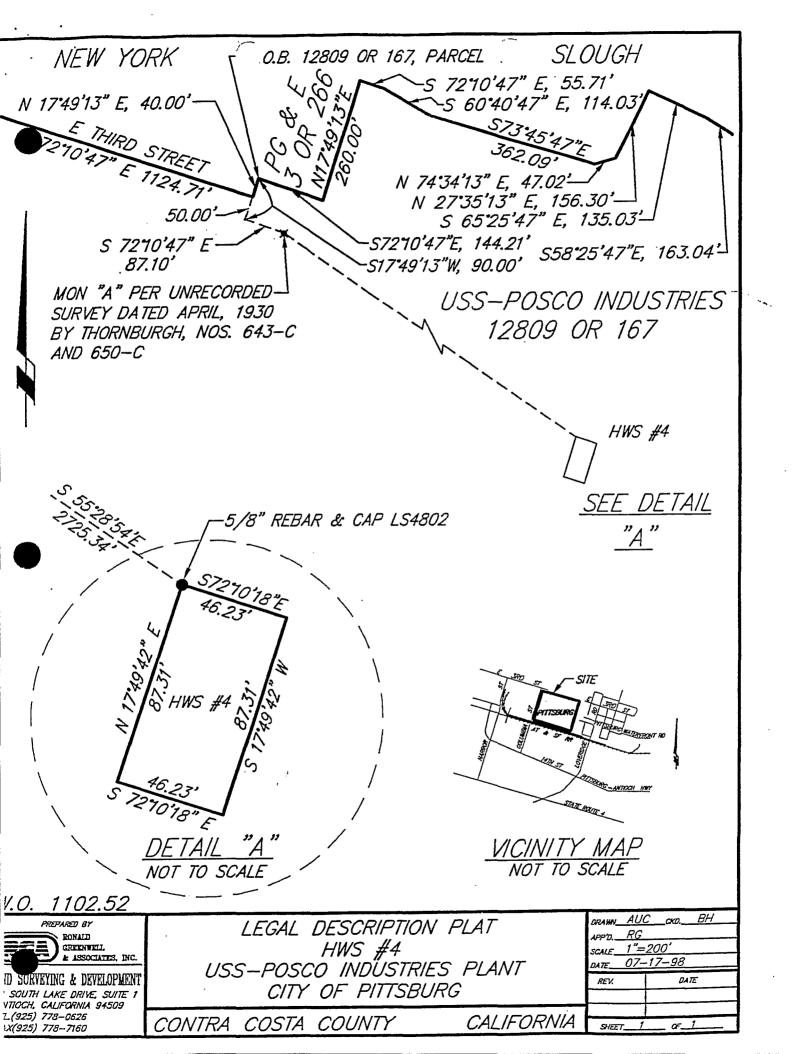
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CONTAINING AN AREA OF 4036 SQUARE FEET, MORE OR LESS.





HWS #5

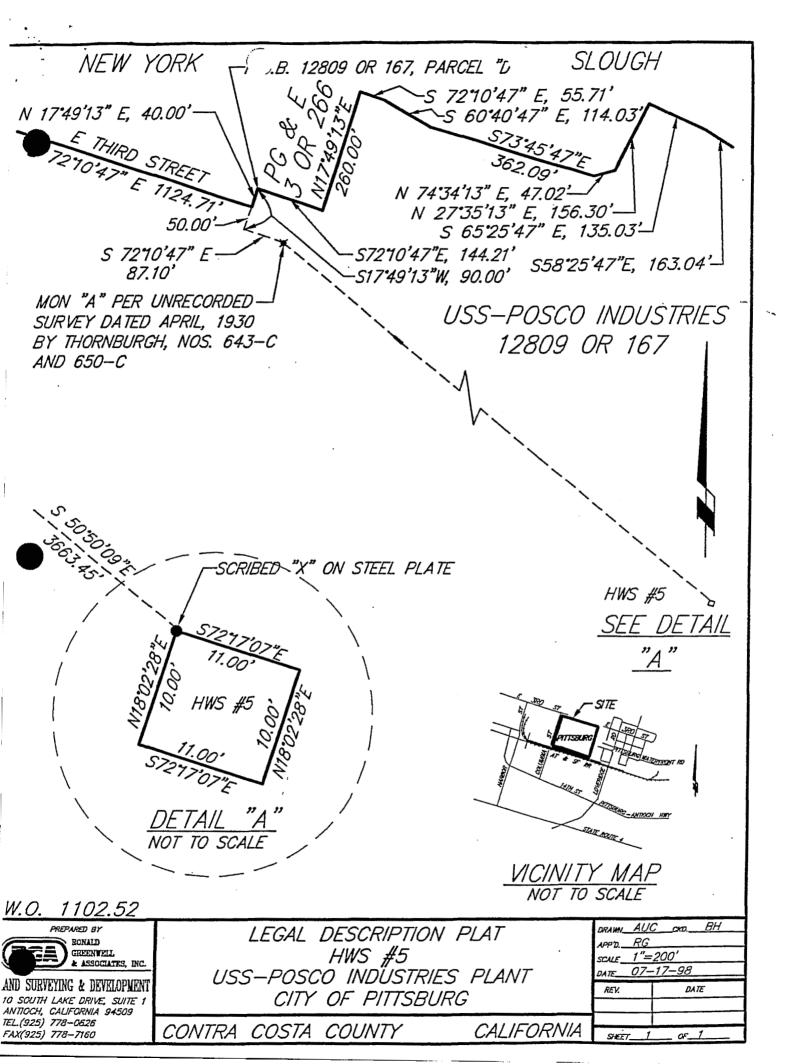
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CONTAINING AN AREA OF 110 SQUARE FEET, MORE OR LESS.





3- 3-99 Page 1 COORDINATE FILE: 152100.CRD

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	FROM BEARING		TANCE TO 00.000 - 1000.	NORTH	EAST	ELEV
	SE 70 48'18" SW 17 34'14" SE 72 25'46" SW 17 34'14" NW 71 48'54" NE 17 21'42" CLOSURE:	10.170 8.070 11.080 9.370	996.656 988.963 985.618 976.685 983.295 999.998	1009.605 1007.169 1017.732 1014.903 994.781	HW5*	l
:	NW 56 18'36" 1 PART IN 21458	.004 ERROR:	1000.000 002 .0	1000.000		
		PERIMETER 77.374	AREA (sq ft) 279.548	AREA (ad .006	cres)	
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	SE 72 07'24" SW 18 15'17" NW 72 07'24" NE 18 15'17"	41.000 21.000 41.000	987.414 967.471 980.057	1039.021 1032.443 993.423 1000.001	HW5	*2
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		PERIMETER 124.001	AREA (sq ft) 860.960	AREA (ac .020	eres)	
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	BS SE 72 24'37" SE 72 24'37" SW 17 35'23" SE 72 24'37" SW 17 35'23" NW 72 24'37" SW 17 35'23" NW 72 06'52" NE 17 35'23"	24.000 2.670 22.020 20.670 22.040 20.020 23.980 43.230	992.747 990.202 983.548 963.844 970.504 951.420 958.785 999.994	1022.878 1022.071 1043.061 1036.815 1015.805 1009.755 986.934 999.998	HWS	*3
	CLOSURE:	006	1000 000	1000 000		

NE 18 26'06"

1 PART IN 28243

PERIMETER AREA (sq ft) AREA (acres) 178.637 1493.918 .034

-.006 -.002

.006

ERROR:

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Page 2

COORDINATE FILE: 152100.CRD

FR BEARING		TANCE TO 00.000 1000.	NORTH	EAST	ELEV	
SE 72 10'18' SW 17 49'42 NW 72 10'18 NE 17 49'42	46.230 87.310 46.230	985.846 902.729	1044.010 1017.279 973.269	H	NS *	4
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	PERIMETER 267.079	AREA (sq ft) 4036.330	AREA (aci	res)		
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SE 72 17'07" SW 18 02'28 NW 72 17'07 NE 18 02'28" CLOSURE:	11.000 10.000 11.000	996.653 987.145 990.492 1000.000		HW5*5		-)
NE 00 00'00"	0.000 ERROR:	1000.000 0.000 0.0	1000.000 000			
	PERIMETER 41.999	AREA (sq ft) 109.990	AREA (acr .003	es)		

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TIME FOR THIS RUN : 4 hours 0 minutes
TIME ON FILE : 33 hours 2 minutes